

**JUDGE SWEET**

**08 CV 3843**

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

DIGITAL BROADCASTING NETWORK,  
INC.,

Plaintiff,

vs.

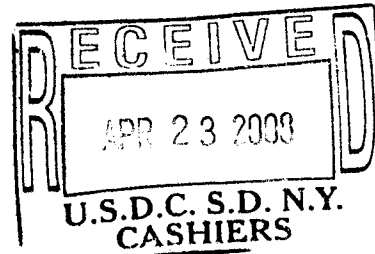
ASSOCIATION OF PHYSICIANS OF  
PAKISTANI-DESCENT OF NORTH  
AMERICA,

Defendant.

CASE NUMBER

APR 23 2008

ANSWER AND COUNTERCLAIM BY  
DEFENDANT ASSOCIATION OF  
PHYSICIANS OF PAKISTANI-DESCENT  
OF NORTH AMERICA



Defendant Association of Physicians of Pakistani-Descent of North America ("APPNA"), which is incorporated in the State of Illinois with its principal place of business in Westmont, Illinois, hereby answers the complaint of plaintiff Digital Broadcasting Network, Inc. ("DBN"), as follows:

1. APPNA lacks sufficient knowledge to confirm or deny the allegations contained in Paragraph 1.
2. APPNA lacks sufficient knowledge to confirm or deny the allegations contained in Paragraph 2.
3. APPNA admits the allegations of paragraph 3.
4. APPNA admits that it is a non-profit corporation incorporated in Illinois, but denies that it is "not authorized to do business in New York State."
5. APPNA neither admits nor denies the allegations of paragraph 5 as they constitute legal conclusions. To the extent that the allegations of paragraph 5 are factual in nature, APPNA lacks sufficient knowledge to confirm or deny those allegations.

6. APPNA neither admits nor denies the allegations of paragraph 6 as they constitute legal conclusions. To the extent that the allegations of paragraph 6 are factual in nature, APPNA lacks sufficient knowledge to confirm or deny those allegations except to admit that APPNA engages in and does business in the State of New York with domestic corporations.

7. APPNA admits the allegations of paragraph 7.

8. APPNA neither admits nor denies the allegations of paragraph 8 in that the document speaks for itself.

9. APPNA neither admits nor denies the allegations of paragraph 9 in that the document speaks for itself except to admit that plaintiff performed some, but not all, of the services under the Memorandum of Understanding.

10. APPNA denies the allegations contained in paragraph 10.

11. APPNA neither admits nor denies the allegations of paragraph 11 in that the document speaks for itself. To the extent that paragraph 11 contains other allegations, they are denied.

12. APPNA denies the allegations of paragraph 12.

**DEFENDANT'S ANSWER TO THE FIRST CAUSE OF ACTION  
OF PLAINTIFF'S COMPLAINT (Breach of Contract)**

13. APPNA repleads its responses to the allegations as set forth above.

14. APPNA denies the allegations of paragraph 14.

15. APPNA denies the allegations of paragraph 15.

16. APPNA denies the allegations of paragraph 16.

**DEFENDANT'S ANSWER TO THE SECOND CAUSE OF ACTION  
OF PLAINTIFF'S COMPLAINT (Unjust Enrichment)**

17. APPNA repleads its responses to the allegations as set forth above.

18. APPNA denies the allegations of paragraph 18.
19. APPNA denies the allegations of paragraph 19.
20. APPNA denies the allegations of paragraph 20.
21. APPNA denies the allegations of paragraph 21.

WHEREFORE, Defendant Association of Physicians of Pakistani-Descent of North America demands:

- a. Dismissal of the plaintiff's complaint;
- b. Attorneys' fees and costs; and
- c. Such other relief as the court deems just and equitable.

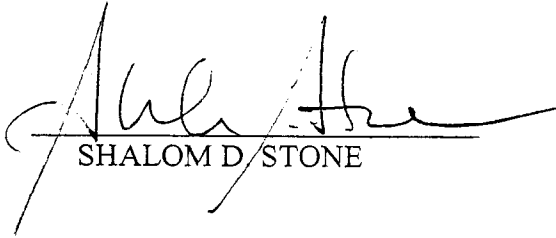
**DEFENDANT'S AFFIRMATIVE DEFENSES**

APPNA, as and for its affirmative defenses, hereby states the following:

1. Plaintiff's claims are barred by the doctrine of waiver.
2. Plaintiff's claims are barred by the doctrine of accord and satisfaction.
3. Plaintiff's claims are barred by the doctrine of release.
4. Any and all losses or damages suffered by plaintiff are the result of its own actions, inactions or conduct, and it cannot look to APPNA for recovery.
5. Plaintiff's claims are barred due to the fact that APPNA has reasonably performed under the Memorandum of Understanding between APPNA and plaintiff.
6. Plaintiff's claims are barred by the failure of a condition precedent.
7. Plaintiff's damages, if any, are reduced by setoffs possessed by APPNA.
8. Plaintiff's claims are barred by the doctrine of laches.
9. Defendant reserves the right to assert additional defenses as warranted by additional discovery and investigation.

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By:



SHALOM D. STONE

DATED: April 22, 2008

**COUNTERCLAIM**

Defendant Association of Physicians of Pakistani-Descent of North America (“APPNA”), by way of Counterclaim against plaintiff Digital Broadcasting Network, Inc. (“DBN”), says:

1. APPNA is a 501(c)(3) non-profit, membership-based organization incorporated in the State of Illinois with its principal place of business in Westmont, Illinois.
2. Upon information and belief, DBN is a corporation organized pursuant to the laws of the State of New York.
3. DBN’s principal place of business is 375 Fifth Avenue, 3rd Floor, New York, NY 10016.
4. On or about February 26, 2005, DBN (on behalf of ARY Digital Network) and APPNA entered into a Memorandum of Understanding regarding certain APPNA events in 2005.
5. APPNA performed under the February 26, 2005 Memorandum of Understanding and is not in breach.
6. DBN has not performed in accordance with the February 26, 2005 Memorandum of Understanding.
7. DBN’s failure to perform under the February 26, 2005 Memorandum of Understanding has caused APPNA damages.

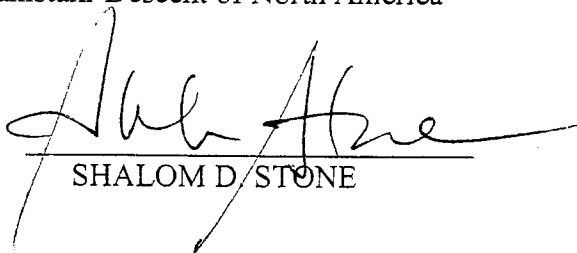
WHEREFORE, Defendant Association of Physicians of Pakistani-Descent of North America demands judgment against plaintiff Digital Broadcasting Network, Inc., and seeks the following relief:

- a. Damages in an amount to be proven at trial, together with the costs and disbursements of this action;

- b. Attorneys' fees and costs of suit;
- c. Punitive damages; and
- d. Such other relief as the Court may deem equitable and just.

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DATED: April 22, 2008